

2/6/02

**ALCOHOL BEVERAGE CONTROL
VOLUNTARY AGREEMENT**

Modern Liquors, Inc. t/a Modern Liquors
901 M Street, NW
Retailer's License Class "A", License Renewal
Application #3166-01/043P

This Agreement is entered into on the 21st day of September, 2001, by and between Advisory Neighborhood Commission 2F ("ANC 2F") on behalf of the affected community (the "Protestant") and Edward Fleming (the "Licensee").

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WITNESSETH *[Signature]* EAF

WHEREAS, Licensee operates a Class "A" Retailer's Establishment at premises 901 M Street, NW, Washington, DC; and

WHEREAS, Licensee's application for renewal of its license is pending before the District of Columbia Alcoholic Beverage Control Board (the "Board"); and

WHEREAS, Protestant has timely filed a protest against the renewal of this application pursuant to section 14(b) of D.C. Code 25-115(b) (1996 Repl. Vol.); and

WHEREAS, the parties are desirous of entering into a Voluntary Agreement regarding the renewal application,

NOW, THEREFORE, in consideration of the mutual promises of the parties hereinafter set forth, the parties agree as follows:

1. **HOURS OF OPERATION.** The licensee shall limit the hours of operation of the Establishment as follows: 9:00 a.m. to 10:00 p.m., Monday through Saturday.
2. **PUBLIC TELEPHONES.** Licensee shall not permit the installation of public pay telephones on the property.
3. **APPEARANCE OF PREMESIS.** In accordance with Section 100.1 of Title 23 of the District of Columbia Municipal Regulations ("DCMR"), the Licensee shall limit advertisements in the window to the permitted twenty-five percent (25%) of the window space. Licensee shall conform to Section 1100.2 of Title 23 DCMR by displaying no advertisement of any kind relating to alcoholic beverages on the exterior of any window or the exterior or interior of any door.

4. **MAINTENANCE OF PUBLIC SPACE.** The Licensee shall keep the sidewalk, curb and exterior of the property clean and free of litter, bottles and other debris in compliance with DCMR.
5. **LOITERING.** Recognizing the problem of loitering in the vicinity of the Establishment, Licensee shall post and maintain a prominent "No Loitering" sign, and shall strongly discourage loitering in the vicinity of the Establishment.
6. **ADDITIONAL MEASURES TO PROMOTE QUALITY OF LIFE IN THE NEIGHBORHOOD.** The Licensee agrees to assist ANC 2F in improving the quality of life in the ANC. To that end, Licensee shall contact the police when known or suspected drug transactions occur. Licensee shall cooperate with the police in prosecuting all violations. Licensee shall make no sales of single cigarettes, cigarette rolling papers, glassine bags or other drug paraphernalia. Licensee shall discourage public consumption of alcohol by refraining from selling or distributing plastic or paper cups in quantities of four or less. Licensee shall not sell or distribute single servings of ice, and shall make sales of beer in single bottles or cans of forty ounces or less only in clear or translucent bags.
7. **COOPERATION WITH NEIGHBORHOOD RESIDENTS.** In order to ensure smooth implementation of this Agreement, the Parties agree to consult with one another on a regular basis. Licensee agrees to ~~occasionally~~ attend public meetings of ANC 2F, to meet periodically with officials of the Third District of the Metropolitan Police Department and to discuss issues related to public safety and the quality of life with members of the business and residential communities.
8. **CONDITIONS OF THE LIQUOR LICENSE.** The Licensee shall adhere to the conditions of the license for the Establishment. It is understood that the provisions of this Voluntary Agreement shall become part of the conditions of the license and shall remain valid upon transfer or renewal of the license. The Parties agree to make good faith efforts to resolve any issues arising from this Agreement prior to seeking action from the ABC Board. The Licensee is aware that applicable law permits the ABC Board to suspend or revoke the license due to failure of the Licensee to correct any violations of the conditions of the license within thirty (30) days of the Protestant seeking action from the Board.
9. **NOTICES.** Any notices required to be made under this agreement shall be in writing and mailed by Certified Mail, or return receipt requested, postage prepaid, to the other Party to this Agreement. Notice is deemed to be received upon mailing.

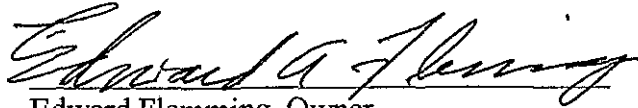
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10. **WITHDRAWAL OF PROTEST.** Upon execution of this agreement and its acceptance by the Board, Protestant shall withdraw its protest to the application for license renewal.

Modern Liquors, Inc. t/a Modern Liquors


Edward Fleming, Owner
FLEMING / 2ab

For Advisory Neighborhood Commission 2F (ANC 2F)


G. Robert Hinterlong, Treasurer